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*To ensure access to high-quality,
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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 16, 2015

29 OF JUNE 16, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL OF AMENDMENT TO INMATE CARE SERVICES AGREEMENT
WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

Approval of Amendment No. 1 to the Inmate Care Services Agreement with the University of Southern California to continue services for Fiscal Years 2015-16 and 2016-17, with a maximum annual obligation of \$2,991,748, and make a finding that contracting for the provision of physician and non-physician services can be performed more feasibly and economically, respectively, by contracting with the private sector.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 1 to Inmate Care Services Agreement No. H-705830 (Agreement) with the University of Southern California (USC), effective upon execution following Board approval, for the period of July 2, 2015 through June 30, 2016, with an automatic one-year renewal through June 30, 2017, unless cancelled earlier by either party, for the continued provision of Inmate Care Services at certain LASD facilities, with a maximum annual obligation of \$2,991,748.
2. Delegate authority to the Director, or his designee to execute amendments to adjust staffing levels and cost, not to exceed ten (10) percent

of the annual maximum obligation or \$299,175, based on LASD's available funding and future need for urgent and specialty care, subject to review and approval by County Counsel, with notice to the Board and the Chief Executive Office (CEO).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will allow the Director, or his designee, to execute Amendment No. 1, substantially similar to Exhibit I, to continue onsite urgent and specialty care services to inmates at certain LASD facilities.

On July 29, 2013, a team of physicians and nurses from the Department of Health Services (DHS), USC, and LASD implemented Inmate Care Services at Twin Towers Correctional Facility (TTCF), and subsequently provided obstetrical services at the Los Angeles County Jail For Women, otherwise known as the Century Regional Detention Facility. Among other things, this partnership enabled extended hours for the TTCF urgent care clinic to 7 days a week, 16 hours each day, and has substantially increased the number of patients seen at both facilities. During a 19-month period from July 29, 2013 to February 28, 2014, a total of 15,037 inmate patients were evaluated and treated, who would have otherwise been transferred to the LAC+USC jail ward's emergency room. This key performance indicator demonstrated 140% increase compared with the 6,254 patients seen during the prior 19-month period before the start of the program.

The data collected for other key performance indicators also support the continued provision of onsite medical care, which has substantially increased the number of inmates receiving urgent and specialty care, reduced the number of inmates requiring transfer to LAC+USC jail ward for emergent and/or acute care, and allowed inmate patients, when medically appropriate, to receive timely urgent evaluations and treatment at the jail ward.

Approval of the second recommendation will enable DHS to revise services and costs, not to exceed ten (10) percent of the maximum obligation or \$299,175, based on the available funds from the LASD's approved budget, and future onsite clinical needs of inmate patients.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness/Fiscal Sustainability, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Funding is included in DHS' FY 2015-16 Adopted Budget and will be requested in future fiscal years, as needed. as the contract costs are 100% offset by LASD through a Memorandum of Understanding (MOU) between the departments.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHS informed the Board on June 28, 2012 about its collaboration with LASD's Medical Services Bureau to improve access and cost-effectiveness of medical care provided to inmates incarcerated in County jails. Subsequently, the Board passed a motion directing DHS to work with LASD accordingly, and subsequently delegated authority to the Director, or his designee, to execute an agreement with USC to provide such care.

On October 19, 2012, DHS executed a MOU with LASD to improve care coordination for patients in their custody. DHS subsequently executed Agreement No. H-705830 with USC for the provision of urgent and specialty care to inmates at certain LASD facilities, with a one-year term of July 2, 2013 through July 1, 2014, and subsequently extended the term under delegated authority through July 1, 2015.

The recommended Amendment No. 1 extends the term through June 30, 2016 and includes language that allows an automatic renewal for an additional one-year period through June 30, 2017 unless either party serves upon the other a notice of non-renewal at least ninety (90) days prior to the end of the twelve-month term. Such notice may be for the non-renewal of all or a portion of services provided under this Agreement. The Amendment also includes the most recent provision "Time Off for Voting," required by the Board.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS

On July 24, 2012, DHS informed the Board that County Counsel advised that the services provided under the Inmate Care Services Agreement, are not subject to the provisions of Los Angeles County Code Section 2.121, Contracting with Private Business (Proposition A).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow the continued provision of Inmate Care Services at certain facilities.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz".

Mitchell H. Katz, M.D.

Director

MHK:ck

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

INMATE CARE SERVICES AGREEMENT

Amendment No. 1

THIS AMENDMENT is made and entered into this _____ day
of _____, 2015,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

UNIVERSITY OF SOUTHERN
CALIFORNIA (hereafter "University").

Business Address:

Keck School of Medicine
University of Southern California
Health Sciences Campus, KAM 500
Keith/Mayer Building
1975 Zonal Avenue
Los Angeles, California 90033

WHEREAS, reference is made to that certain document entitled "INMATE CARE SERVICES AGREEMENT", dated July 2, 2013, and further identified as Agreement No. H-705830 (hereafter "Agreement"); and

WHEREAS, it is the desire of the parties hereto to amend Agreement to extends its term and to provide for the other changes set forth herein; and

WHEREAS, Agreement provides that changes in accordance to Paragraph 12.20, Merger and Integration, may be made in the form of an Amendment which is formally approved and executed by the parties; and

WHEREAS, the University warrants that it possesses the competence, expertise and personnel necessary to provide services consistent with the requirements of this Agreement and consistent with the professional standard of care for these services.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon execution, following Board of Supervisors' approval.

2. Agreement, Paragraph 8.1, Term, is deleted in its entirety and replaced as follows:

"8.0 **Term.** The term of this Agreement shall commence on July 2, 2013, and shall expire on June 30 1, 2016. This Agreement shall thereafter renew for an additional twelve (12) month period, unless either party serves upon the other a notice of non-renewal at least ninety (90) days prior to the end of the twelve month term. Such notice may be for non-renewal of all or a portion of Purchased Services under this Agreement."

3. Agreement is modified to add Sub-paragraph 12.33, Time Off For Voting, as follows:

"12.33 Time Off for Voting. University shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by the County's Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Mitchell H. Katz, M.D.
Director of Health Services

CONTRACTOR

UNIVERSITY OF SOUTHERN CALIFORNIA

By:  _____
Signature
Thomas Jackiewicz

Printed Name
SVP & CEO, Keck Medicine of USC

Title

APPROVED AS TO FORM:
Mark J. Saladino
County Counsel

By _____
Ed Morrissey
Principal Deputy County Counsel